

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

L.E.K. CONSULTING LLC,
Plaintiff,

v.

GREEN CUBES TECHNOLOGY LLC,
Defendant.

No. 1:23-cv-03325

COMPLAINT

Plaintiff L.E.K. Consulting LLC, through its attorneys, alleges as follows:

INTRODUCTION

1. Plaintiff L.E.K. Consulting LLC (“L.E.K.”) and Defendant Green Cubes Technology LLC (“Green Cubes”) (collectively, “Parties”) entered a written agreement for consulting services (“Agreement”). L.E.K. provided the agreed-upon services, but Green Cubes failed to pay in full the agreed-upon fees and expenses. As a result, Green Cubes owes a total of \$470,235 in fees, expenses, and interest to L.E.K.

JURISDICTION

2. This Court has subject matter jurisdiction over this civil action pursuant to 28 U.S.C. § 1332(a), because the amount in dispute exceeds the sum of \$75,000, exclusive of interest and costs, and there is diversity among the Parties:

a. L.E.K. is a limited liability company organized under the laws of Delaware; its only member, L.E.K. Consulting America Inc. is a corporation organized under the laws of Delaware with its principal place of business in Boston, Massachusetts; thus, L.E.K. is a citizen of Delaware and Massachusetts, and

b. Green Cubes is a limited liability company organized under the laws of Delaware; although the identity and citizenship of Green Cubes' membership are facts peculiarly within its possession and control, Green Cubes is headquartered in Indiana, and L.E.K. provided its consulting services to employees of Green Cubes who work there; Green Cubes also has operations in Tennessee (but no other states); according to publicly available information, senior executives of Green Cubes, including the former Chief Executive Officer who signed the Agreement with L.E.K. and the Chief Financial Officer who corresponded with L.E.K. about the unpaid invoice, appear to be citizens of Indiana or Georgia; Green Cube's website does not identify any member of the limited liability company who is located in Delaware or Massachusetts; accordingly, on information and belief, Green Cubes is not a citizen of Delaware or Massachusetts.

3. In addition, this Court has personal jurisdiction over the Parties, because in the Agreement, the Parties consented to its jurisdiction.

VENUE

4. Venue is proper in this district because in the Agreement, the Parties agreed that any claim arising out of, or in any way relating to, the Agreement must be brought in this Court (or a state court located in New York).

PARTIES

5. Plaintiff L.E.K. Consulting LLC is a strategy consulting firm that provides strategic services in a wide range of industries, including technology. L.E.K. maintains its U.S. headquarters at 75 State Street, 19th Floor, Boston,

Massachusetts.

6. Defendant Green Cubes Technology LLC is a technology company that develops and manufactures modern electrification solutions, including lithium-ion batteries. Green Cubes maintains its U.S. headquarters at 2121 East Boulevard, Kokomo, Indiana.

FACTS

7. On or about September 13, 2021, L.E.K. and Green Cubes entered a written consulting agreement (“Agreement”).

8. The primary objective of the consulting engagement was for L.E.K. to assist Green Cubes in developing a “strategic growth path” to address existing market opportunities and new growth opportunities.

9. The Parties agreed that L.E.K. would commit a team of professionals to the project for a period of four to six weeks and that, in exchange, Green Cubes would pay fees of \$380,000 plus direct and indirect expenses.

10. As promised in the Agreement, on or about November 21, 2021, L.E.K. successfully completed its consulting engagement for Green Cubes.

11. Pursuant to the terms of the Agreement, on February 18, 2022, L.E.K. issued an invoice to Green Cubes for a total amount of \$449,004 in fees and expenses.

12. As of August 17, 2022, about six months after L.E.K. issued its invoice, Green Cubes had not made any payment, so L.E.K. sent a demand letter to Green Cubes for full payment of its fees, expenses, and interest.

13. Green Cubes did not respond to the demand letter from L.E.K.

14. About one month later, on September 12, 2022, Green Cubes sent a

partial payment of \$25,000, and its Chief Financial Officer represented that Green Cubes “plan[ned] to make regular payments on the outstanding balance” and “to have that balance paid off in 10 weeks.”

15. On October 17, 2022, Green Cubes made a second partial payment of \$20,000.

16. On October 24, 2022, Green Cubes made a third partial payment of \$15,000.

17. Since then, however, Green Cubes has not made any further payments, and as a result, Green Cubes still owes \$389,004 in fees and expenses.

18. On February 21, 2023, Green Cubes acknowledged it had failed “to keep up with [its] payments” to L.E.K., citing lack of “appropriate cash flow” due to “short term issues,” such as “increasing costs and lead times in the electronic parts supply chain in late 2022 and the extended payments that customers are pushing on us.”

19. Green Cubes has never disputed the accuracy or validity of the invoice that L.E.K. issued on February 18, 2022, which was based on and consistent with the Agreement.

20. To the contrary, in its communications with L.E.K., Green Cubes has acknowledged its obligation to pay L.E.K.’s invoice and, further, stated that Green Cubes would eventually pay in full.

21. Most recently, on February 21, 2023, Green Cubes proposed making additional, installment payments “beginning at the end of June and finishing up by the end of September,” 18 months after the invoice from L.E.K. was due.

22. The Agreement requires Green Cubes to pay interest on the outstanding invoice at a rate of 18 percent per annum, and as of April 20, 2023, more than 1 year after L.E.K. issued its invoice, a total of \$81,231 in interest is due.

CLAIMS

Count I Breach of Contract

23. L.E.K. incorporates by reference all foregoing paragraphs and, in support of Count I, further alleges as follows:

24. L.E.K. and Green Cubes entered the Agreement.

25. L.E.K. performed the Agreement by providing consulting services to Green Cubes.

26. Green Cubes breached the Agreement by failing to pay L.E.K. for its consulting services.

27. Due to the breach by Green Cubes, L.E.K. has suffered damages.

Count II Account Stated

28. L.E.K. incorporates by reference all foregoing paragraphs and, in support of Count II, further alleges as follows:

29. The Parties engaged in a transaction by which (a) L.E.K. agreed to provide consulting services to Green Cubes and (b) Green Cubes agreed to pay L.E.K. for its fees and expenses.

30. On February 18, 2022, L.E.K. issued an invoice to Green Cubes for the amount due as payment for its consulting fees and expenses.

31. Green Cubes has not objected to, or otherwise contested, the validity of

the invoice that L.E.K. issued.

32. To the contrary, Green Cubes has expressly and impliedly agreed to pay in full the amount that it owes to L.E.K., but Green Cubes has failed to do so.

33. As of this filing, Green Cubes has paid only \$60,000 to L.E.K., and as a result, a balance of \$389,004, plus interest of \$81,231, for a total of \$470,235, remains due to L.E.K.

Count III
Unjust Enrichment

34. L.E.K. incorporates by reference all foregoing paragraphs and, in support of Count III, further alleges as follows:

35. L.E.K. provided valuable consulting services to Green Cubes.

36. Green Cubes benefitted from the services that L.E.K. provided.

37. Green Cubes has not fairly compensated L.E.K. for its services.

38. Because Green Cubes has unfairly obtained a valuable benefit at the financial expense of L.E.K., equity and good conscience require Green Cubes to pay for the consulting services that L.E.K. provided.

Count IV
Quantum Meruit

39. L.E.K. incorporates by reference all foregoing paragraphs and, in support of Count IV, further alleges as follows:

40. Acting in good faith, L.E.K. provided valuable services to Green Cubes.

41. Green Cubes accepted the services that L.E.K. provided and benefitted from them.

42. The Parties expected Green Cubes would fairly compensate L.E.K. for its consulting services.

43. As of this filing, however, Green Cubes has not fairly compensated L.E.K. for its services; indeed, Green Cubes has paid only \$60,000.

44. As of this filing, and accounting for the partial payments from Green Cubes, the value of the services that L.E.K. provided and that Green Cubes accepted is \$389,004 in fees and expenses and \$81,231 in interest, for a total of \$470,235.

PRAYER FOR RELIEF

45. WHEREFORE, Plaintiff L.E.K. Consulting LLC prays for the following:

- a. Damages in an amount to be determined at trial;
- b. Pre- and post-judgment interest;
- c. Attorneys' fees and costs; and
- d. All other relief as the Court may deem in the interest of justice.

Respectfully submitted,

L.E.K. Consulting LLC

By its attorneys,

/s/ Daniel N. Marx

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Dated: April 20, 2023